



Erik's Adventures LLC- Release of Liability for Inca Trail Marathon Racers 07/05/12

Please read this waiver very carefully. It includes a release of liability and waiver of legal rights and deprives you of the ability to sue certain parties. Do not agree to this document unless you have read and understood it in its entirety. By agreeing, you acknowledge that you have both read and understood the text presented to you as part of the registration process for the Inca Trail Marathon. You also understand and agree that participation in the Inca Trail race and the entire Peru Inca Trail Marathon Tour carries certain inherent dangers and risks, which may or may not be readily foreseeable, including without limitation personal injury, property damage or death. Your ability to participate in the event is subject to your agreement to the waiver and by agreeing herein, you accept and agree to the terms of the waiver and release agreement.

1. By indicating your acceptance, you understand, agree, warrant and covenant as follows:

By signing below, I acknowledge my understanding that my participation in the 2012 Inca Trail Marathon and/or any pre or post-race activities on the Peru Inca Trail Marathon Tour (the race and pre/post-race activities in the tour are individually and collectively referred to as the "Event") involves rigorous physical activity and that it potentially may be hazardous. I attest and verify that I am physically fit and have sufficiently trained for the Event and that, if appropriate, my physical fitness to participate in the Event has been verified by a licensed medical doctor. I expressly assume all known and unknown risks associated with the Event, including but not limited to: loss of or damage to my property; injury (including death); accidents; the effects of weather; terrain conditions that may vary widely; and that may include uneven, steep, unstable, and/or slippery surfaces; unpredictable spectators/participants, and natural and man made obstacles (including without limitation, vehicles, security barriers, signs, cables, mats, rocks, holes, and debris on the course). The event takes place in a remote area with a harsh environment. This increases the risks of participating in the Event, and due to its location- medical help and emergency assistance may take a longer time to arrive.

In consideration of my participation in the Event, I, for myself, my heirs, executors, administrators, personal representatives, successors and assigns (a) waive and release any and all rights, claims and causes of action I have or may have against any Race Organizer (as defined below) that may arise as a result of my participation in the Event; and (b) agree to indemnify, defend, and hold harmless all Race Organizers from and against any and all injuries, losses, causes of action, liabilities, damages, expenses (including attorney's fees and court costs) or claims (collectively, "Claims") that might arise directly or indirectly from my participation in the Event and/or the condition of the raceway, property, facilities or equipment used for the Event, regardless of when such Claim may arise including, without limitation, Claims relating to (i) theft, loss or disappearance of property, (ii) bodily injury (including fatality), and (iii) property damage, for all claims and losses (including attorney's fees and court costs), which may be brought against any one or more of them by anyone claiming to have been injured or otherwise to have suffered loss or damage as a result of my participation in the Event. For these





purposes, a "Race Organizer" is any one or more of the following: Erik's Adventures LLC, including its agents and contracted employees, all governmental agencies representing the territory in which the Event will be held and from which resources (such as, without limitation, fire, police and ambulance person) are provided; all sponsors, agents, vendors, medical personnel and contractors and volunteers of or for the Event; (for example, porters, guides, locals) and all medical service providers; and the officers, directors, employees, representatives, successors and assigns of each of the foregoing.

I further grant full permission to any and all Race Organizers to store, use, reproduce and/or resell my image or likeness by any audio and/or visual recording technique (including electronic/digital) now in existence or hereafter invented, for any legitimate purpose. I understand and agree that information about me that is collected by the Race Organizers, including without limitation information in the application this form, and my Event results, and any and all medical information that I may disclose to Event medical personnel, may be disclosed to third parties for any legitimate purpose.

I acknowledge and agree to abide by any Official Rules for the Event that may be posted at the Event or on the Event's website or otherwise communicated to me verbally or in writing at the Event- by Event officials. I hereby represent and warrant that I am 18 years of age or older or, if applicable, that I am the parent or legal guardian of the child under the age of 18 years old who I am registering for the Event and that I have the full power and authority to agree to these terms on behalf of such child, and to bind him/her to these terms.

You represent and warrant to Erik's Adventures LLC that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties").

## 2. Reservation of Rights

Eriks Adventures reserves the right to re-route, or cancel the actual Inca trail Marathon Race (on July 5, 2012) due to safety concerns, and/or circumstances outside our control (including but not limited to: worker strikes, dangerous weather conditions, changing government regulations, natural disasters- (floods, mudslides, earthquakes etc), sudden closure of the Inca Trail, hostilities, civil disturbances, strikes, riots, etc.). In the unlikely event that the actual Race is altered or cancelled for the above reasons- No refund will be made. In this case every effort will be made to substitute a viable alternative event/tour in its place and the rest of the tour will continue, following the original itinerary, as much as circumstances will allow.

## 3. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER TRAIL SURFACES THAT ARE STEEP, UNEVEN, DANGEROUS, AND FACILITES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES





TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE ACTIVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

4. Indemnification. You agree to indemnify and hold Erik's Adventures harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of Erik's Adventures or the violation of any term of this Agreement and Waiver as well as the Terms of Service.

5. Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by law and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Above Line for Signature and Date

Print your full name here

Booking form:Ecras





Mail the original copy that you complete, sign, and date to:

Absolutely Amazing Travel

9841 Villa Pacific Drive

Huntington Beach, Ca 92646

